

# Script Rental Licensing Order Form

## Contact Information

Name(s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Performance Information

Name of the Production: \_\_\_\_\_

### Fees

\$200.00 per performance

\$20.00 per script/score

\$20.00 per audio CD

\$80 for photocopy rights

\$40 for photography license

Dates/Times of Performances: \_\_\_\_\_

Number of Performances Requested: \_\_\_\_\_ X \$200.00 = \_\_\_\_\_

Number of Scripts & Scores Requested: \_\_\_\_\_ X \$20.00 = \_\_\_\_\_

Number of Accompaniment CDs: \_\_\_\_\_ X \$20.00 = \_\_\_\_\_

Photocopy Rights: + \$80.00

Photography License: + \$40.00

Credit Card Processing Fee: + \$5.00

TOTAL AMOUNT: \$ \_\_\_\_\_

## Perusal Information

Organizations interested in TADA! materials are required to obtain and sign this contract. TADA! does not grant verbal approvals. This contract must be signed in order to send materials to the rental party. You are permitted to make the necessary copies of our materials, but you must destroy the materials after the end of your production. If paying by check please mail to TADA! at 15 West 28<sup>th</sup> Street and make checks payable to TADA! Youth Theater. If you pay by credit card an additional charge of \$5.00 will be added.

Credit Card: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

CVV Code: \_\_\_\_\_

15 West 28<sup>th</sup> Street | NY, NY 10001 | 212.252.1619 | [www.tadatheater.com](http://www.tadatheater.com)

Producing Artistic Director Janine Nina Trevens | Executive Director Rod Christensen |

Director of Development Amy Fiore | Associate Artistic Director Joanna Greer

Board of Directors: Chalmers Browne, President | Elana Weinstein, Vice President | Laura Esposito, Secretary |

Stephen T. Rodd, Treasurer | Brian Burchfield | Adam Houhoulis | Deepak Nagpal | Alina Patton | Stephanie Tighe |

Julie Turaj | Rohit Verma | Darcy Volpe

**TADA!**  
Original Youth Theater

## **Additional Terms and Conditions**

### **A. RIGHTS GRANTED/RESERVATION OF RIGHTS**

You are hereby granted the non-exclusive right to present this musical only on the spoken stage with living actors appearing in the immediate presence of their audience; only with the book, music and lyrics provided by TADA! Youth Theater and only for the number and dates set forth above. You shall not change, delete from or add to the book, music or lyrics without TADA!'s prior written consent. You shall not make any changes in any character(s), characterizations, time period or locales. Any changes, modifications of or additions to the book, music or lyrics of the Play shall, upon creation, become the sole and exclusive property of TADA! Youth Theater, as its respective interests may appear, and it shall have the right to use same free and clear of any obligation whatsoever to you or anyone claiming through you. You shall not reproduce any portion of the musical by any means whatsoever including photocopying, storing any portion of the book, music or lyrics in a retrieval system. You shall not broadcast, transmit and/or electronically post any portion of the Play by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet. YOU HEREBY ACKNOWLEDGE THAT THE UNAUTHORIZED TO CREATE ANY VIDEO, FILM OR OTHER AUDIO-VISUAL, OR SOUND RECORDING, TAPE OR TRANSCRIPTION, INCLUDING VIDEO TAPE, VIDEO CASSETTE, VIDEO DISC, DIGITAL STORAGE/SEQUENCING OR ANY OTHER REPRODUCTION TO BE USED FOR FINANCIAL GAIN. You may not replicate the show artwork and imagery, set, costume, choreography or any other copyrightable elements from previous productions, including, but not limited to first class productions, without the prior written consent of the copyright owner and TADA!. All images used in connection to THE SHOW must be uniquely created by The Theater for its production, licensed from TADA! or licensed from a third-party which represents and warrants that it has ownership and/or the right to license such images. All rights other than the rights expressly granted to you herein, of whatever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved to TADA! and the Copyright Owner(s), as their respective interests may appear.

### **B. PAYMENTS AND AUDIT PROVISIONS**

All payments are required upfront and made to the order of TADA! Youth Theater in the lawful currency of the United States of America drawn on a United States Bank; and shall be non-refundable. You shall provide to us two (2) copies of the program from your production not later than five (5) days following the opening performance. You agree to pay any and all fees and costs associated with the above contract.

### **C. SHIPMENT, USAGE AND RETURN OF MATERIALS**

TADA! Youth Theater provides rehearsal and performance materials on a rental basis only. If upon receipt of your rental materials you find they are incomplete, you shall advise TADA! immediately. If you do not contact us upon receipt of the materials, you have thereby indicated that the materials have been received by you in acceptable condition. You agree to return immediately following your final performance, but in no event later than two weeks thereafter, all rental materials provided by TADA! as well as all materials created by or for you in connection with the Play, and all copies of any such materials in your possession or under your control, to the following address: TADA!, 15 West 28<sup>th</sup> Street NY, NY 10001

### **D. CHANGES AND CANCELLATIONS**

Any requests for changes shall be made in writing and shall be subject to TADA!'s prior written approval. In the event you cancel one or more performances, you are still required to pay the total in material fees, shipping and handling charges and credit card fees. You agree that we may terminate this License at any time without prior notice should you owe any monies to TADA! with respect to production(s) controlled by TADA!.

### **E. MERCHANDISING**

You shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the show including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without TADA!'s prior written permission. All requests for such permission must be made in writing.

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**F. PROGRAM SPECIFICATIONS**

Your signature indicates your agreement to reserve program space for TADA!, the contents of which will be determined by TADA!. This program space will be no smaller than a 1/2 page or flyer insert into the program\*. \*This space can be provided in the form of a poster in the lobby, if space in the program and insert do not exist. Please see email with content.

**G. REPRESENTATIONS AND WARRANTIES**

You warrant and represent that the information you have provided TADA! both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fail to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License shall automatically terminate, but you shall nevertheless remain liable for any payments. The rights granted herein are conditional upon your fulfillment of all obligations set forth herein including the timely payment of all royalties and fees. You hereby indemnify TADA! against any claim arising out of the breach or alleged breach by you of any of your representations, warranties or agreements herein. You agree that the maximum joint liability of TADA! for any reason whatsoever is limited to amounts paid by you to TADA!.

**I. ASSIGNMENT**

This agreement is personal to you and cannot be assigned, transferred or sublicensed by you to any other person, corporation or entity.

**J. APPLICABLE LAW**

This agreement constitutes the entire understanding between the parties hereto and cannot be changed except in writing signed by all parties hereto. This agreement shall be interpreted and governed in accordance with the laws of the state of New York applicable to contracts entered into and wholly to be performed in said state.

**K. COMPLIMENTARY TICKETS**

You agree to reserve two (2) complimentary tickets (if requested by TADA! Youth Theater) for the use of TADA! for each performance and TADA! agrees not to sell said tickets.

Rental Party Signs Here: \_\_\_\_\_

License Approved By: \_\_\_\_\_

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